AMENDMENT OF SOLICITATI	ON OF CONTRACT	1. Contract		Page 1 Of 5		
2. Amendment/Modification No.	3. Effective Date	l. Requisition/Purchase Req No.		5. Project No. (If applicable)	
11	2003JUN11	SEE SCHEDULE				
6. Issued By	Code w56HZV	7. Administered By (If other	than Item 6)	•	Code S2305A	
TACOM		DCMA DETROIT				
SFAE-GCSS-W-BCT CURTIS SMITH (586)573-2086		U.S. ARMY TANK & AUT (TACOM)	OMOTIVE COMM	AND		
WARREN, MICHIGAN 48397-5000		ATTN: DCMAE-GJD				
HTTP://CONTRACTING.TACOM.ARMY.MIL		WARREN, MI 48397-50	00			
EMAIL: SMITHCU@TACOM.ARMY.MIL		SCD A	PAS NONE	ADP P	Γ SC1012	
8. Name And Address Of Contractor (No., Stre	et, City, County, State and	l Zip Code)	9A. Amendme	nt Of Solicitation	No.	
GM GDLS DEFENSE GROUP LLC, JOINT VE	NTURE					
14920 TWENTY-THREE MILE ROAD			9B. Dated (See	Item 11)		
SHELBY TOWNSHIP, MI. 48315			`			
		X	10A. Modification Of Contract/Order No.			
			DAAE07-00-D-	M051/0008		
TYPE BUSINESS: Large Business Perfo		10B. Dated (See Item 13)				
Code ^{1NLE2} Facility Code			2001JUN20			
11. T	HIS ITEM ONLY APPLI	ES TO AMENDMENTS OF SO	DLICITATION	IS		
The above numbered solicitation is amend	ed as set forth in item 14.	The hour and date specified fo	r receipt of Of	fers		
is extended, is not extended.						
Offers must acknowledge receipt of this ame						
(a) By completing items 8 and 15, and return offer submitted; or (c) By separate letter or						
ACKNOWLEDGMENT TO BE RECEIVED						
SPECIFIED MAY RESULT IN REJECTIO change may be made by telegram or letter, p						
opening hour and date specified.						
12. Accounting And Appropriation Data (If rec ACRN: AF NET INCREASE: \$1,752,369.0	quired)					
13. THIS KIND MOD CODE: C		O MODIFICATIONS OF COM act/Order No. As Described In 1		DERS		
A. This Change Order is Issued Pursual		act/Order No. As Described III		anges Set Forth	In Item 14 Are Made In	
The Contract/Order No. In Item 104			The Ci	langes Set Forth	in item 14 Arc Made in	
B. The Above Numbered Contract/Orde Set Forth In Item 14, Pursuant To T		e i	ich as changes	in paying office, a	appropriation data, etc.)	
X C. This Supplemental Agreement Is Ent	ered Into Pursuant To Au	thority Of: FAR 52.243-1				
D. Other (Specify type of modification a	nd authority)					
E. IMPORTANT: Contractor is not,	X is required to sign	n this document and return		copies to the Issui	ng Office.	
14. Description Of Amendment/Modification (C	<u> </u>				<u> </u>	
GEE GEGOND DAGE FOR DEGGRIDETON						
SEE SECOND PAGE FOR DESCRIPTION						
Except as provided herein, all terms and condit	ions of the document refe	renced in item 9A or 10A, as he	retofore chang	ed, remains unch	anged and in full force	
and effect. 15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print)					
		SANDRA E. MCCARROI	LL		• /	
15B. Contractor/Offeror	15C. Date Signed	MCCARROS@TACOM. ARN 16B. United States Of A		073-2072	16C. Date Signed	
155. Contractor/Officion	13C. Date Signed	10D. Omica States Of A	mici ica		100. Date Signed	
	_	By	/SIGNED/	2001	2003JUN11	
(Signature of person authorized to sign)		(Signature of	f Contracting (Officer)		

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-00-D-M051/0008

MOD/AMD 11

Page 2 of 5

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

- 1. This Modification 11 to Delivery Order 0008 of Requirements Contract DAAE07-00-D-M051 is a bilateral agreement.
- 2. Pursuant to clause I.74 of the Requirements Contract entitled, "Changes-Cost Reimbursement", (Alternate II, Apr 1984) FAR 52-243-2, August 1987, the Government authorizes the Contractor to conduct Fielding and NET activities at Ft. Lewis, with range training at Yakima (YTC) for the Second Brigade (estimated 300 vehicles) of Interim Armored Vehicles. This entails conducting OPNET and FLMNET in accordance with Government provided training schedules. Hand off to units will take place at Ft. Lewis. Four (4) soldiers per vehicle/per variant to be trained for Crew/operator and for maintenance. Contractor is responsible to train all GFE items, as listed in latest revision, attachment 5 to the contract. Contractor is responsible for training the following ASIOE: M707 Stryker, ANTAS-8LRAS3, FTT, MITAS, DVE, GPFU, MWRH, M13DAP, VIS Grenade Launcher, Digital Handheld Palm Pilot, Miles XXI (if fielded). Units will be responsible for transport of vehicles, weapons, comsec and sensitive equipment. Contractor is responsible for training all Phase II individualand crew operator and maintenance tasks. Contractor will conduct range training/qualification through Table VI for the M2 .50 cal machine gun and Table VII for the MK-19 Automatic Grenade Launcher. Training will include an alternate gunner per vehicle on familiarization fire. Range operations (safety, range control, police call) are unit responsibilities. Each Battalion will receive NET for Operator and Field Level maintenance. Contractor will develop a deprocessing checklist. Deprocessing will be in accordance with the fielding schedule. Contractor will be provided adequate facilities in which to conduct Fielding and NET activities.
- 3. CLIN 4000AE is hereby added for \$1,752,369.00 and made part of the contract.
- 4. The following clauses apply to this Modification 11 under Delivery Order 0008.
 - a. FAR 52.216-24 Limitation of Government Liability
 - b. FAR 52.216-26 Payments of Allowable Costs Before Definitization
 - c. FAR 252.217-7027 Contract Definitization
- 5. The period of performance is from date of contract award to 30 June 2004.
- 6. The contractor agrees to accomplish this effort at the Not-To-Exceed Ceiling Price of \$7,009,477.00.
- 7. The limitation of government liability amount is \$1,752,369.00.
- 8. The total dollars funded for this action are \$1,752,369.00.
- 9. As a result of this modification, the total contract value is increased by \$1,752,369.00.
- 10. Except as specifically stated above, all other terms and conditions of Delivery Order 0008 remain unchanged and in full force and effect.

*** END OF NARRATIVE A 014 ***

CONTINUATION SHEET

Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0008 MOD/AMD 11

Page 3 **of** 5

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
4000	SECURITY CLASS: Unclassified				
4000AE	SERVICES LINE ITEM		LO		\$1,752,369.00
	CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee NOUN: MATERIEL FIELDING 2ND BDE PRON: X12GX199X1 PRON AMD: 02 ACRN: AF AMS CD: 31107180008				
	CLIN added by Modification 11				
	NTE Ceiling Price - \$7,009,477				
	Limitation of Government Liability - \$1,752,369 (End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination				
	Deliveries or Performance PERF COMPL DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 30-JUN-2004 \$ 1,752,369.00				
	\$ 1,732,309.00				

	CONTINUATIO	N SHE	ET	eference No. of Docur	Ü	Continued MOD/AMD 11		Page 4 of 5
Name	of Offeror or Contract	or:	•					
SECTION	G - CONTRACT ADMINIS	STRATION	DATA					
LINE	PRON/		OBLG STAT/		INCREASE/	DECREASE		CUMULATIVE
TEM_	AMS CD	<u>ACRN</u>	JOB ORD NO	PRIOR AMOUNT		DUNT		AMOUNT
1000AE	X12GX199X1 31107180008	AF	1 2GXP02	\$ 0.00 \$	1,752	2,369.00	\$	1,752,369.00
				NET CHANGE \$	1,752	2,369.00		
SERVICE						ACCOUNTING		INCREASE/DECREASE
NAME Army	BY ACRN AF	<u>ACCO</u> 21	220330000251			<u>STATION</u> W56HZV	\$.	AMOUNT 1,752,369.00
						NET CHANGE	\$	1,752,369.00

 PRIOR AMOUNT
 INCREASE/DECREASE
 CUMULATIVE

 OF AWARD
 AMOUNT
 OBLIG AMT

 NET CHANGE FOR AWARD:
 \$ 14,521,551.00
 \$ 1,752,369.00
 \$ 16,273,920.00

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-00-D-M051/0008

MOD/AMD 11

Page 5 of 5

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

 Status
 Regulatory Cite
 Title
 Date

 I-1
 52.216-26
 PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION
 DEC/2002

I-2 CHANGED 52.216-24

LIMITATION OF GOVERNMENT LIABILITY

APR/1984

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$1,752,369 dollars.
 - (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$1,752,369 dollars.

 (End of clause)
 - I-3 CHANGED 252.217-7027 CONTRACT DEFINITIZATION

OCT/1998

- (a) A CPFF is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a CPFF proposal and cost or pricing data supporting its proposal.
 - (b) The schedule for definitizing this contract action is as follows:

Target Date for Definitization: 30 July 2003

Submission of Proposal: 11 April 2003

Beginning of Negotiations: 12 April 2003

Submission of Make-or-Buy: N/A

Submission of Subcontracting Plan: N/A

Submission of Cost and Pricing Data: 1 July 2003

- (c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.
 - (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-
- (i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
 - (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
 - (iii) Any other clauses, terms, and conditions mutually agreed upon.
- (2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.
- (d) The definitive contract resulting from this undefinitized contract action will include a negotiated Cost Plus Fixed Fee in no event to exceed \$7,009,477.

[End of Clause]